

CHAPTER 6

PAY ADMINISTRATION

Section I - Premium Pay

1-1. **General.** This Section describes the provisions of Section 5 of Chapter 55 of Title 5, United States Code, and the regulations of the Commission covering premium pay for overtime, night, Sunday, holiday, standby duty, and administratively uncontrollable work. In general, premium pay applies to General Schedule positions and excludes wage employees paid on an hourly or daily basis.

1-2. **Overtime Pay.**

a. **Authorization.** Technicians under either the General Schedule or wage system are not entitled to compensation for overtime work. If overtime work is required, the technician will be granted an amount of compensatory time off from his/her scheduled tour of duty equal to the amount of any time spent by him/her in irregular or regular overtime work, subject to management controls. Therefore, technicians are not entitled to payment for such overtime work.

b. **Compensatory Time Off.** Compensatory time off will be granted to technicians in an amount of any time spent in irregular or regular overtime work, subject to management controls. Compensatory time earned and taken will be accomplished in accordance with Chapter 8 of this manual.

1-3. **Night Pay.**

a. **Authorization.** The law authorizes a night differential of 10 percent of a technician's basic pay in addition to his/her basic pay, to be paid for any regularly scheduled work between 1800 hours and 0600 hours.

b. **Night Work.** Payment of night differential continues for regularly scheduled night hours when an employee is absent due to a holiday or other non-workday or is in an official travel status. It continues during short periods of paid leave. i.e., periods of less than eight hours of paid leave, inclusive of night and day hours, during the pay period. Payment of night differential is not authorized for any periods of leave when the total leave in a pay period is eight hours or more. An employee is also entitled to a night differential for night work performed when the employee is assigned temporarily to a tour of duty other than the employee's own.

c. **Payment of Night Shift Differential.** Night shift differential is payable in multiples of fifteen (15) minutes for all hours worked between 1800 hours and 0600 hours on an established tour of duty. Mealtime is not included.

d. **Recording Eligibility for Night Differential.** Night differential will be paid on the basis of time and attendance reports. Standard Form 50 (Notification of Personnel Action) will not be prepared to authorize or rescind payment of a night differential nor will any notation concerning night differential be entered on this form when it is prepared for other purposes. Technicians will be advised of changed salary payments (because of night differential) by means of civilian leave and earnings statement.

1-4. **Holiday Pay.**

a. **Authorization.** The law authorizes premium pay for holiday work at a rate equal to the technician's basic rate of pay. A technician who is assigned to duty on a holiday will be paid his/her regular rate of basic pay plus premium pay for no more than eight (8) hours of the duty at a rate equal to his/her rate of basic pay. All holiday work must be approved by The Adjutant General prior to being performed.

b. **Identification of Holidays.** Those days identified as holidays will be found in Chapter 7 of this Manual.

c. **Relation to Night and Sunday Pay.** Premium pay for holiday work is in addition to night pay differential or premium pay for Sunday work and is not included in the rate of basic pay used to compute night pay differential or premium pay for Sunday work. Conversely, night and Sunday pay cannot be used as part of a technician's rate of basic pay to compute his/her holiday pay.

d. **Premium Pay for Holiday Work.** Regular full-time technicians receive their regular straight time pay for holidays that they are not required to work. Part-time technicians will receive their regular pay for holidays falling on their regularly scheduled work days. When the activity is closed on a Friday or Monday because of a holiday falling on Saturday or Sunday, such closed days are not considered holidays in determining holiday benefits for part-time technicians, but these technicians may be excused without charge to leave for such days. Technicians hired on an intermittent basis receive no compensation unless actual work or authorized travel is performed.

(1) If a technician (other than a part-time technician) works on a holiday falling on one of his regular work days or on a holiday falling on the day designated as his "in lieu of holiday", he will be paid at twice his regular rate for not more than eight (8) hours of such work. A part-time technician who works on an "in lieu of holiday" will receive only his regular pay for that day. If a technician works on a holiday falling outside his regular workdays, he is allowed compensatory time off for all hours worked. A technician who works on a holiday is credited with a

minimum of two (2) hours of work. If the technician is recalled to work two (2) or more times, he is credited with at least two (2) hours for each period up to a total of eight (8) hours.

(2) Technicians who are normally eligible for basic pay for a holiday when no work is required will not be paid when:

(a) The technician fails to report for duty after being directly notified that his services would be required on the holiday, and an acceptable reason is not provided for the absence.

(b) The holiday falls within a period of non-pay status. A holiday that falls on the first or last day of an authorized period of LWOP is within the non-pay period, and payment is not authorized. If the date of the holiday is not included in the period of non-pay status, payment for the holiday is authorized.

(c) The technician was AWOL on the regularly scheduled work day immediately preceding the holiday.

e. **Holiday Pay.** Holiday pay is payable in multiples of 15 minutes.

1-5. **Pay for Sunday Work.**

a. **Authorization.** An employee is entitled to be paid at his rate of basic pay plus premium pay at a rate equal to 25 percent of his rate of basic pay for each hour of regularly scheduled Sunday work not in excess of eight (8) hours.

b. **Relationship to Night, and Holiday Pay.** Premium pay for regularly scheduled Sunday work is in addition to premium pay for holiday work or night differential and is not included in the rate of basic pay used to compute the pay for holiday work or night pay differential.

c. **Entitlement.** Only full-time employees are entitled to premium pay for Sunday work. If a full-time employee's regularly schedule tour of duty includes a period of service of less than eight (8) hours, any part of which falls on Sunday, he is entitled to Sunday premium pay only for the hours worked not in excess of the number of hours regularly scheduled for the period. When an employee has two separate tours of duty on Sunday he is entitled to premium pay for Sunday work which is not overtime work for no more than eight (8) hours for each tour of duty.

Section II - Lump-Sum Payments for Annual Leave

2-1. Statutory Provisions and Entitlements.

a. **Lump-sum Payment for Accumulated and Accrued Leave on Separation.** A technician who is separated from technician service will receive lump-sum payment for his/her accumulated and current accrued annual leave.

b. **Lump-sum Payment for Accumulated and Accrued Leave on Entering Active Duty.** A technician who enters on active military service with the Armed Forces may elect lump-sum payment for his/her accumulated and accrued leave or may elect to have leave remain to his/her credit until return from active duty.

c. **Lump-Sum Not Payable.** A lump sum is not payable to a technician who transfers to a position to which his annual leave is transferable.

2-2. **Computation of Payment.** The lump-sum payment to which an employee is entitled is equal to the pay that he would have received had he remained in the service until the expiration of the period of annual leave. Pay for holidays falling within that period and premium pay to which the employee would have been entitled is included. The lump-sum payment is to be computed on the basis of an employee's rights at the time of separation under all applicable laws and regulations existing at that time which would have affected his pay had he remained in the service for the period covered by the leave. The employee, however, does not earn leave during the period covered by the lump sum. The lump-sum payment is not regarded, except for purposes of taxation, as pay and is not subject to retirement deductions.

2-3. **Refunds.** If an employee who has received a lump-sum payment is re-employed prior to the expiration of the period covered by the lump-sum payment, he must refund to the employing agency an amount equal to the pay covering the period between the date of reemployment and the expiration of the period covered by the lump-sum payment.

Section III - Allotments and Assignments of Pay

3-1. Authorization.

a. **Agency.** Under the provisions of Section 5525 of Title 5, United States Code and Executive Order 10982, The Adjutant General has established an allotment procedure for technicians of the Alabama National Guard. Allotments may be made by technicians for the following:

- (1) Federal Employee's Group Life Insurance (FEGLI).

(2) National Guard Association of the United States (NGAUS) Technician Protection Plan (group life and disability income insurance).

(3) Health Benefits Program (health, dental, vision and long term care insurance under several plans).

(4) Dues to labor organizations.

(5) Contributions to Combined Federal Campaigns.

(6) A maximum of two (2) additional allotments to savings institutions.

b. **Employee.** Generally, a technician must be serving under an appointment not limited to six (6) months or less before he/she may make an allotment.

3-2. **General Limitations on Allotments.** A technician may have only one allotment payable to the same allottee at the same time. The allotment will be disbursed on one of the regularly designated pay days of the technician in accordance with the conditions of the allotment authorization. The total amount of the allotments may not exceed the pay due the allotter for a particular pay period. Allotments will be discontinued when the allottee dies or his whereabouts are unknown.

3-3. **Allotments for Payment of Dues to Labor Organizations.**

a. **Authority.** An allotment of dues to a labor organization is authorized by Section 7115, PL 95-454, "Civil Service Reform Act of 1978" and in accordance with regulations issued by the Office of Personnel Management.

b. **Dues Withholding.** Dues withholding will be accomplished in accordance with the provisions of the labor agreement between The Adjutant General of Alabama and The Alabama Association of Civilian Technicians (ACT) Inc. for ARNG military technicians, and the labor agreement between The Adjutant General of Alabama and Local 1445 of The National Federation of Federal Employees (NFFE) for ANG military technicians.

3-4. **Allotments for Contributions to Combined Federal Campaigns.**

a. **General.** The Adjutant General of Alabama has authorized payroll deductions for contributions to the Combined Federal Campaigns. A technician may make an allotment only when he is employed in the area in which a Combined Campaign authorized by the Office of Personnel Management is established. Contribution to the Combined Federal Campaign is voluntary and deductions must be authorized by each individual technician.

b. **Allotters.** The allotment privilege is available to technicians whose net pay regularly is sufficient to cover the allotment. Generally, technicians serving under appointment limited to one year or less may not make an allotment.

c. **Authorization.** Allotments will be wholly voluntary, based on the technician's written authorization, and submitted on the approved forms. Authorizations will be one full year starting with the first pay period beginning in January and ending with the last pay period in December.

d. **Amount.** Allotters will make a single allotment of an equal amount to be deducted each pay period. The minimum allotment can be no less than \$.50 per pay period. No change in amount will be authorized during the term of the allotment; however, the allotter may revoke his authorization in writing at any time during the year.

e. **Transfer.** If an allotter transfers during the term of the allotment, his/her allotment will be transferred unless he/she cancels it.

f. **Accounting.** Remittance to the fund and accounting for same will be accomplished by the Payroll Office.

3-5. **Other Allotments.** Due to limitations within the Payroll Sections, only two additional allotments are authorized for technicians at this time. The two additional allotments may be made only to savings institutions. Standard Form 1198 must be used to start or stop the allotments referenced in this paragraph.

Section IV - Severance Pay

4-1. **Introduction.** This Section describes the provisions of Section 5595 of title 5, United States Code and the related regulations of the Commission governing an employee's entitlement to severance pay.

4-2. **Coverage.** This Section applies to all full-time technicians. A technician who, at the time of separation, is eligible for an immediate annuity based on Federal military service under any law providing retired pay is not eligible to receive severance pay.

4-3. Basic Entitlement.

a. **General.** Severance pay entitlement applies to a technician who is involuntarily separated from the service not by removal for cause on charges of misconduct, delinquency, or inefficiency.

b. **Twelve Months Continuous Service.** Technicians may be paid severance pay only if on the date of separation they had been on the rolls of one or more agencies under one or more

appointments without time limitation, or temporary appointments that precede or follow an appointment without time limitation, without any break in service of more than three calendar days for at least the preceding 12 calendar months. (Periods during which an employee was receiving compensation under 5 U.S.C., Chapter 81, do not count as a break in service for purposes of computing the 12 months continuous service.)

c. Failure to Accept Assignment. The separation of a technician who declines to accept assignment to another communicating area is not an involuntary separation by removal for cause on charges of misconduct, delinquency, or inefficiency, unless the technician's position description or other written agreement or understanding provides such assignments.

d. Resignation in Lieu of Involuntary Separation.

(1) Technicians are considered to have been involuntarily separated for purposes of entitlement to severance pay, if they have not declined an offer of an equivalent position under Section 550.701(b)(2), when separated because of resignation after receiving a specific notice in writing by the HRO that they are to be involuntarily separated not by removal for cause on charges of misconduct, delinquency, or inefficiency; or after receipt of a general notice of reduction in force which announces that all positions in their competitive area will be abolished or transferred to another commuting area and their resignations are effective on a date which is no more than one year before the abolition or transfer; or after receipt of a notice proposing to separate them for declining to accompany the activity when it is to be moved to another commuting area because of a transfer of function and when all positions in the competitive area are to be abolished or transferred to another commuting area within a period of no more than one year.

(2) When the facts and circumstances available show that a resignation is unrelated to the issuance of one of the notices specified above, separation of the technician by resignation is a voluntary separation under the statute.

e. Separation for Military Service. Separation because of entry into the military service is not an involuntary separation without cause for purposes of entitlement to severance pay.

f. Separating Due to Loss of Military Membership. National Guard officers, warrant officers and enlisted personnel who are separated from their technician position due to elimination under the attrition provisions of ROPA or other selective retention programs are considered to be involuntarily separated.

g. Failure to Accept Reenlistment. The failure to accept an enlisted technician's reenlistment application is an involuntary separation for severance pay purposes except when it can be reasonably established that failure to accept the application is for reason of misconduct, delinquency or inefficiency.

4-4. **Computation of Severance Pay.**

a. **General.** Severance pay shall consist of two (2) elements, a basic allowance and an age adjustment allowance.

(1) The basic severance allowance is computed on the basis of one week's basic pay at the rate received immediately before separation for each year of civilian service up to and including 10 years and two weeks' basic pay at that rate for each year of civilian service beyond 10 years for which severance pay has not been received under this or any other authority. In computing a technician's total years of creditable civilian service the agency shall credit the technician with each full year and 25 percent of a year each three months of creditable service that exceeds one or more full years.

(2) The age adjustment allowance is computed on the basis of 10 percent of the total basic severance allowance for each year by which the age of the recipient exceeds 40 years at the time of separation. In computing years of age over the department shall credit the technician with 25 percent of a year for each three months that his age exceeds 40.

b. **Creditable Service.** In computing a technician's civilian service under this Section, the agency shall include all service that is creditable for annual leave accrual purposes under Section 6303 of Title 5, United States Code. This includes (1) periods during which a person was receiving compensation under 5 U.S.C. Chapter 81; and (2) periods of absence due to military duty, provided these period interrupt otherwise creditable civilian service and the technician resumes Federal employment within the period of statutory or regulatory restoration rights.

c. **Limitation.** The total severance pay received shall not exceed one year's pay at the rate received immediately before separation. One year's pay means pay for 26 biweekly pay periods.

4-5. **Payment of Severance Pay.**

a. **General.**

(1) Upon separation the agency shall pay the technician the same basic pay at the same pay intervals until the severance pay funds is exhausted, except the final payment shall consist only of that portion of the severance pay fund remaining.

(2) For technicians who serve in either a position in which they regularly alternate between receiving premium pay on an annual basis for standby duty and not receiving premium pay, or between receiving a night differential which is considered part of basic pay and not receiving night differential, or between full-time and part-time tours of duty, basic pay is the average basic pay for the position for the 26 pay periods immediately before separation, computed on the basis of the rate of basic pay in effect at the time of separation.

b. **Deductions.** No deductions shall be made from severance pay other than Federal and State income tax withholding, and FICA tax, if the technician was subject to FICA at the time of separation from the position giving rise to severance pay.

c. **Suspension of Payments.** A technician may accept one or more temporary appointments while receiving severance pay without losing severance pay, but severance pay is suspended during the periods of temporary appointments. The periods of service covered by the temporary appointments are not creditable for purposes of computing the severance pay it interrupts.

Section V - Back Pay

5-1. **Introduction.** This Section describes provisions of Section 5596 of Title 5, United States Code, and the related regulations of the Commission (subpart H of part 550) governing entitlement to back pay.

5-2. General Provisions.

a. **Coverage.** This Section applies to all National Guard technicians.

b. **Purpose and Applicability.** This Section applies to the computation, payment, and restoration of pay, allowances, differentials, and employment benefits for the purpose of making a technician whole when the technician, on the basis of an administrative determination or a timely appeal, is found to have undergone an unjustified or unwarranted personnel action. It is intended that the technician be "made whole" financially for pay and employment rights lost or diminished because of the improper action.

5-3. Entitlement.

a. **Administrative Determination.** The requirement for an administrative determination referred to in the phrase "on the basis of an administrative determination or a timely appeal" in Section 5596(b) of Title 5, United States Code, is met when an appropriate authority in an agency makes a decision on its own initiative in a case involving an unjustified or unwarranted personnel action. The decision may be oral but shall be confirmed in writing.

b. **Timely Appeal.** The requirement for a timely appeal referred to in the phrase "on the basis of an administrative determination or a timely appeal" in Section 5596(b) of Title 5, United States Code, is met when a technician or his authorized representative initiates an appeal under an appeals system or procedure established by law, Executive Order, or regulation and that appeal is accepted as timely filed by the Government authority administering the appeals system or procedure concerned.

c. **Appropriate Authority.** The appropriate authority referred to in Section 5596(b) of Title 5, United States Code, is the agency, office, or official in an agency authorized under applicable law or regulation to correct, or to direct the correction of, the unjustified or unwarranted personnel action, or is the court having jurisdiction to make a determination that a personnel action is unjustified or unwarranted.

d. **Unjustified or Unwarranted.** To be unjustified or unwarranted, a personnel action must be determined to be improper or erroneous on the basis of either substantive or procedural defects after consideration of the equitable, legal, and procedural elements involved in the personnel action.

e. **Personnel Action.** A personnel action referred to in Section 5596(b) of Title 5, United States Code, is any action by an authorized official of an agency which results in the withdrawal or reduction of all or any part of the pay, allowances, or differentials, of an employee and includes, but is not limited to, separation for any reason (including retirement), suspension, furlough without pay, demotion, reduction in pay, and periods of enforced paid leave whether or not connected with an adverse action covered by Chapter 20 of this manual. Section 713.271 of the Commission's regulations also provides for back pay when an applicant has not been hired, or an employee has not been promoted, because of discrimination based on race, color, or national origin.

5-4. **Corrective Action.**

a. **Corrective Action.** When an appropriate authority corrects an unjustified or unwarranted personnel action, the HRO shall re-compute for the period covered by the corrective action the pay, allowances, differentials, and leave account (limiting the accumulation to the maximum prescribed by law or regulation for the technician) of the technician as if the unjustified or unwarranted personnel action had not occurred, and the technician shall be considered for all purposes to have rendered service in the agency for the period covered by the corrective action. In making its computation, the HRO shall not include as allowances any amount which represents reimbursement for expenses, which would have been incurred by a technician in the performance of his job if the unjustified or unwarranted personnel action had not occurred but which were not incurred because of the unjustified or unwarranted personnel action.

b. **Re-computation.** In re-computing the pay, allowances, differentials, and leave accounts of a technician under paragraph a above, the HRO shall include premium pay which the technician would have received had it not been for the unjustified or unwarranted personnel action; changes in pay rates by reason of wage surveys, administrative action, law or other changes of general application; changes in allowance or differential rates; within grade or step increases or other periodic increases which would otherwise have become due; changes in pay caused by changes in assigned working shifts; changes in the technician's leave earning rate; and any other changes which would affect the amount of pay, allowances, differential, or leave which the technician would have earned had it not been for the unjustified or unwarranted personnel action.

c. **Period for Which Re-computation is Required.** Subject to the provisions of paragraph d below, the period for which re-computation is required under paragraph “a.” above is the period covered by the unjustified or unwarranted personnel action which is corrected. However, the period may not extend (1) beyond the date of the technician's death or (2) beyond the date on which the technician was properly separated from the rolls of this agency such as by resignation, retirement, removal, reduction in force, expiration of appointment, or transfer to another agency, when the technician continued on the rolls of this agency beyond the date on which the unjustified or unwarranted personnel action was taken and the separation would have been affected even though the unjustified or unwarranted personnel action had not been taken.

d. **Limitation.** In computing the amount of back pay under this Section and section 5596 (b) of Title 5, United States Code, the HRO may not (1) include any period during which the technician was not ready and able to perform his/her job because of incapacitating illness, except that the HRO shall grant upon the request of the technician any sick or annual leave to his/her credit to cover the period of incapacity by reason of illness or (2) include any period during which the technician was unavailable for the performance of his/her job and his/her unavailability was not related to, or caused by, the unjustified or unwarranted personnel action.

e. **Deductions.** The agency shall deduct the amounts earned by the technician from other employment during the period covered by the corrected personnel action, but shall include as other employment only that employment engaged in by the technician to take the place of the employment from which the technician was separated by the unjustified or unwarranted personnel action.

f. **Mitigation of Damages.** If the technician has been restored within one year after his erroneous separation, the HRO may not delete any period from computation on the basis that the technician was under an obligation to make an effort to secure other employment during the period covered by the unjustified or unwarranted personnel action.